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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: LAKE MARIANA RESERVE HOMEOWNERS ASSOCIATION, INC.

(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

THOMAS POULTON

(Contact Person)

HERITAGE INVESTMENTS OF POLK, LLC

(Firm/Company)

1925 E. EDGEWOOD DRIVE, STE 100

(Address)

LAKELAND, FL. 33803

(City/State and Zip Code)

For further information concerning this matter, please call:

THOMAS POULTON

(Name of Contact Person)

At (863) 687-2700 ext 44

(Area Code & Daytime Telephone Number)

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER

(Not for Profit Corporations)

The following Articles of Merger are submitted in accordance with the Florida Not-For-Profit Corporation Act, pursuant to section 617.1105, Florida Statutes.

First: The name and jurisdiction of the **surviving** corporation are as follows:

Name: Lake Mariana Reserve Homeowners Association, Inc.
Jurisdiction: Florida
Document Number: N17000000319

Second: The name and jurisdiction of each **merging** corporation:

Name: Lake View at Lake Mariana Homeowners Association, Inc.
Jurisdiction: Florida
Document Number: N16000011406

Name: Promenade at Lake Mariana Homeowners Association, Inc.
Jurisdiction: Florida
Document Number: N16000011405

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

Fifth: ADOPTION OF MERGER BY **SURVIVING** CORPORATION:

The Plan of Merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

Sixth: ADOPTION OF MERGER BY **MERGING** CORPORATION(s)

The Plan of Merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

Seventh: SIGNATURES FOR EACH CORPORATION

Surviving Corporation:

LAKE MARIANA RESERVE
HOMEOWNERS ASSOCIATION, INC.
a Florida not-for-profit corporation

By: Michael Peebles
Michael Peebles, President

Merging Corporations:

LAKE VIEW AT LAKE MARIANA
HOMEOWNERS ASSOCIATION, INC.
a Florida not-for-profit corporation

By: Michael Peebles
Michael Peebles, President

PROMENADE AT LAKE MARIANA
HOMEOWNERS ASSOCIATION, INC.
a Florida not-for-profit corporation

By: Michael Peebles
Michael Peebles, President

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17 DEC 20 PM 12:35
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

PLAN OF MERGER

THIS PLAN OF MERGER ("this Plan") is made effective as of November 15, 2017, by and among **Lake Mariana Reserve Homeowners Association, Inc.**, a Florida not-for-profit corporation (hereinafter sometimes referred to as "RESERVE HOA"), **Lake View At Lake Mariana Homeowners Association, Inc.**, a Florida not-for-profit corporation (hereinafter sometimes referred to as "LAKE VIEW HOA"), and **Promenade At Lake Mariana Homeowners Association, Inc.**, a Florida not-for-profit corporation (hereinafter sometimes referred to as "PROMENADE HOA"), the corporations acting by their respective boards of directors. RESERVE HOA sometimes referred to herein as the "Surviving Corporation"; LAKE VIEW HOA and PROMENADE HOA sometimes referred to herein collectively as the "Merging Corporations"; and the Surviving Corporation and Merging Corporations sometimes referred to herein collectively as the "Corporations".

WHEREAS, RESERVE HOA is a master homeowners association, duly organized and existing as a not-for-profit corporation under the laws of the State of Florida, having been incorporated on January 9, 2017, which governs all the Lots currently platted, being Lot 1 through and including Lot 57 and Tracts A, B, C, D, E, F, G, I, J, K, and L as shown on the Plat; and

WHEREAS, LAKE VIEW HOA is a sub-association under RESERVE HOA, duly organized and existing as a not-for-profit corporation under the laws of the State of Florida, having been incorporated on November 28, 2016, which governs all the Lots currently platted and Tracts C, E, F, G, K, and L as shown on the Plat; and

WHEREAS, PROMENADE HOA is a sub-association under RESERVE HOA, duly organized and existing as a not-for-profit corporation under the laws of the State of Florida, having been incorporated on November 28, 2016, which governs all the Lots currently platted and Tracts A, I, and J as shown on the Plat; and

WHEREAS, as not-for-profit corporations, the Surviving Corporation and the Merging Corporations have not issued capital stock and are controlled by the persons or entities owning the Lots comprising the Surviving Corporation and the Merging Corporations; and

WHEREAS, changing circumstances relative to the development of RESERVE HOA have eliminated the need and extra costs associated with operating LAKE VIEW HOA and PROMENADE HOA as sub-associations of RESERVE HOA; and

WHEREAS, the respective directors of the Surviving Corporation and the Merging Corporations deem it in the best interests of the Surviving Corporation and the Merging Corporations and the future members of each to merge LAKE VIEW HOA and PROMENADE HOA into RESERVE HOA, resulting in one homeowners association;

NOW, THEREFORE, the Surviving Corporation and the Merging Corporations, in consideration of the premises and mutual agreements, provisions and covenants set forth herein, agree that, in accordance with the provisions of the laws of Florida, RESERVE HOA, LAKE VIEW HOA and PROMENADE HOA shall be, and they are, as of the Merger Date merged into a single surviving corporation, which shall be Lake Mariana Reserve Homeowners Association, Inc. which shall continue its corporate existence and remain a Florida not-for-profit corporation governed by the laws of Florida, all on the terms and conditions set forth in this Plan.

DEFINITIONS

As used herein, the following terms shall have the following meanings:

"Association" means Lake Mariana Reserve Homeowners Association, Inc., a Florida not-for-profit corporation and its successors and assigns.

"Corporations" means, collectively, Lake Mariana Reserve Homeowners Association, Inc., Lake View at Lake Mariana Homeowners Association, Inc., and Promenade at Lake Mariana Homeowners Association, Inc.

"Lake View Declaration" means the Neighborhood Declaration of Covenants, Restrictions, Easements, Limitations and Conditions for Lake View at Lake Mariana Homeowners Association, Inc., dated April 18, 2017 and recorded on April 28, 2017 at Book 10131, Pages 1426-1465 of the Official Records of Polk County, Florida.

"Lot" or "Lots" mean all parcels of land into which the Subdivision has been subdivided as depicted on the Plat, except for Tracts A, B, C, D, E, F, G, H and M and the private roads as depicted on the Plat. Tracts I, J, K and L are reserved for future development into Lots.

"Member" and "Members" mean every person or entity who owns a Lot.

"Merger Date" means the date on which the Articles of Merger are filed with the Florida Department of State.

"Merging Corporations" mean Lake View at Lake Mariana Homeowners Association, Inc. and Promenade at Lake Mariana Homeowners Association, Inc.

"Plat" means the plat of Lake Mariana Reserve Phase One recorded at Plat Book 1162, Pages 27-28, in the Official Records of Polk County, Florida.

"Promenade Declaration" means the Neighborhood Declaration of Covenants, Restrictions, Easements, Limitations and Conditions for Promenade at Lake Mariana, dated April 18, 2017 and recorded on April 28, 2017 at Book 10131, Pages 1466-1504 of the Official Records of Polk County, Florida, as amended by the First Amendment to Neighborhood Declaration of Covenants, Restrictions, Easements, Limitations and Conditions for Promenade at Lake Mariana, dated June 1, 2017 and recorded on June 26, 2017 at Book 10131, Pages 1466-1504 of the Official Records of Polk County, Florida.

"Reserve Declaration" means the Declaration of Covenants, Restrictions, Easements, Limitations and Conditions for Lake Mariana Reserve dated April 18, 2017 and recorded on April 28, 2017 at Book 10131, Pages 1387-1425 of the Official Records of Polk County, Florida.

"Subdivision" means the totality of all the Lots and Tracts shown on the Plat and known as Lake Mariana Reserve.

"Surviving Corporation" means Lake Mariana Reserve Homeowners Association, Inc., a Florida not-for-profit corporation and its successors and assigns.

ARTICLE I - MERGER

1.1 This Plan shall be submitted for adoption and approval by the Members of each of the Corporations at separate meetings, each of which shall be held in accordance with Florida law and each Corporation's respective governing documents.

1.2 Upon the adoption and approval of this Plan by the Members of each of the Corporations, this Plan shall be signed, acknowledged, and filed as may be required by applicable Florida law.

1.3 Lake Mariana Reserve Homeowners Association, Inc., shall survive this merger and continue thereafter as the Surviving Corporation, and its identity, existence, purposes, powers, objects, franchises, rights and immunities shall continue unaffected and unimpaired by the merger, and the corporate identities, existence, purposes, powers, objects, franchises, rights and immunities of LAKE VIEW HOA and PROMENADE HOA shall be wholly merged into RESERVE HOA. Accordingly, on the Merger Date the separate existence of LAKE VIEW HOA and PROMENADE HOA, except insofar as continued by statute, shall cease.

1.4 As of the Merger Date, the Reserve Declaration shall be the controlling document for all Members and the Promenade Declaration and Lake View Declaration shall be terminated and be of no further force or effect. Immediately following the Merger Date, the appropriate documents will be filed in the Official Records of Polk County, Florida to terminate the Promenade Declaration and Lake View Declaration.

ARTICLE II - GOVERNING LAW

2.1 Articles of Incorporation. From and after the Merger Date, the Articles of Incorporation of RESERVE HOA shall survive and be the Articles of Incorporation governing the Surviving Corporation. Such Articles of Incorporation shall not be amended except as otherwise required by Florida law to give full effect to the merger.

2.2 Bylaws. From and after the Merger Date, the Bylaws of RESERVE HOA shall survive and be the Bylaws governing the Surviving Corporation. Such Bylaws shall not be amended except as otherwise required to give full effect to the merger.

2.3 Directors. The number of directors of the Surviving Corporation, who shall hold office until their successors have been duly elected and qualified, shall be as set forth in the Surviving Corporation's Bylaws, being three (3) Directors, and, for clarification only, the current Directors of the Surviving Corporation are as follows:

Michael Peebles
Zach Diaz
Wesley Clark

2.4 Declaration of Covenants and Restrictions. The respective Members of the Merging Corporations have certain rights, obligations and restrictions set out in each Merging Corporation's Declaration of Covenants and Restrictions as recorded in the Official Records of Polk County, Florida. On the Merger Date, and thereafter, the Amended and Restated Declaration of Covenants and Restrictions for RESERVE HOA shall apply uniformly to all owners of Lots as set out on the Plat and

the respective Declarations of Covenants and Restrictions of LAKE VIEW HOA and PROMENADE HOA shall be deemed terminated and of no further force or effect.

2.5 Other Corporate Matters.

a. Meetings of Members. The next meeting of Members of the Surviving Corporation shall be as set out in the Bylaws of the Surviving Corporation.

b. Officers. The current officers of the Surviving Corporation shall remain in office and shall serve in accordance with the Bylaws of the Surviving Corporation. For clarification only, the current officers are as follows:

President	Michael Peebles
Vice President	Zach Diaz
Secretary	Wesley Clark

ARTICLE III - ASSETS AND LIABILITIES

3.1 On the Merger Date, all property, real, personal and mixed, and all debts due to the Merging Corporations on whatever account, and all and every other interest of or belonging to any of Merging Corporations shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all property and every other interest shall be as effectively the property of RESERVE HOA as it was of LAKE VIEW HOA and PROMENADE HOA, and the title to any real estate or any interest, whether vested by deed or otherwise, in either LAKE VIEW HOA or PROMENADE HOA shall not revert or be in any way impaired by reason of the merger; provided, however, that all rights of creditors and all liens upon the property of either of LAKE VIEW HOA or PROMENADE HOA shall be preserved unimpaired, and all debts, liabilities, obligations and duties of LAKE VIEW HOA and PROMENADE HOA shall attach to RESERVE HOA, and may be enforced against it to the same extent as if the debts, liabilities, obligations and duties had been incurred or contracted by it. Any action or proceeding pending by or against LAKE VIEW HOA or PROMENADE HOA may be prosecuted to judgment as if the merger had not taken place, or the RESERVE HOA may be substituted in place of LAKE VIEW HOA or PROMENADE HOA. The Merging Corporations respectively agree that from time to time, when requested by the Surviving Corporation or by its successors or assigns, they will execute and deliver or cause to be executed and delivered all deeds and instruments, and will take or cause to be taken all further or other action, as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation or its successors or assigns title to and possession of all the property and rights and otherwise carry out the intent and purposes of this Plan.

3.2 Prior to the Merger Date LAKE VIEW HOA and PROMENADE HOA shall conduct their respective business in their usual and ordinary manner, and shall not enter into any transaction other than in the usual and ordinary course of such business. Specifically, but not by way of limitation, LAKE VIEW HOA or PROMENADE HOA shall not:

(a) Undertake or incur any obligations or liabilities except for liabilities for fees and expenses in connection with the negotiation and consummation of the merger;

(b) Mortgage, pledge, subject to lien or otherwise encumber any realty or any tangible or intangible personal property;

(c) Sell, assign or otherwise transfer any tangible assets of whatever kind, or cancel any claims, except in the ordinary course of business; or

(d) Default in performance of any material provision of any material contract or other obligation.

ARTICLE IV - WARRANTIES AND REPRESENTATIONS

4.1 LAKE VIEW HOA and PROMENADE HOA, each for itself, covenants, represents and warrants to RESERVE HOA that as of the date of this Plan:

(a) It is and will be on the Merger Date (a) a not-for-profit corporation duly organized and existing and in good standing under the laws of Florida, (b) duly authorized under its Articles of Incorporation, as amended to date, and under applicable laws, to engage in the business carried on by it, and (c) it is fully qualified to do business in Florida;

(b) All federal, state and local tax returns required to be filed by it, on or before the Merger Date will have been filed, and all taxes shown to be required to be paid on or before the Merger Date will have been paid;

(c) It will use its best efforts to collect any and all outstanding assessments or initial capital charges prior to the Merger Date; and

(d) Its board of directors has, subject to the authorization and approval of its Members, authorized and approved the execution and delivery of this Plan, and the performance of the transactions contemplated by this Plan.

4.2 RESERVE HOA covenants, represents and warrants to LAKE VIEW HOA or PROMENADE HOA that as of the date of this Plan:

(a) It is a corporation duly organized and existing and in good standing under the laws of the State of Florida and has the corporate power to own its properties and to carry on its business as now being conducted; and

(b) Its board of directors has, subject to the authorization and approval of its Members, authorized and approved the execution and delivery of this Plan, and the performance of the transactions contemplated by this Plan.

ARTICLE V - CONSUMMATION OF MERGER

5.1 All expenses incurred in consummating this Plan shall be borne by the Surviving Corporation. If the merger is not completed, each of the Merging Corporations shall be liable for, and shall pay the expenses incurred by it.

5.2 In the event of the abandonment of the merger, this Plan shall become void and have no effect, without any liability on the part of any Corporation or its Members, directors or officers in respect of this merger except the obligation of each Corporation to pay its own expenses as provided above.

ARTICLE VI - OTHER

6.1 Complete Plan; Amendment. No party has made any promise or representation to the other that is not incorporated into this Plan, which contains the complete agreement of the parties. This Plan may not be amended and no provision of it may be waived except by a writing signed by all parties.

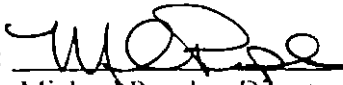
6.2 Headings. The paragraph headings contained in this Plan have been included solely to assist the parties in locating particular provisions and shall not be considered in interpreting any provision of this Plan.

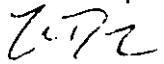
6.3 State Law. This Plan shall be governed by the laws of the State of Florida without reference to principles of conflict of laws.

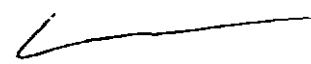
6.4 Counterparts. This Plan may be signed in counterparts, each of which and all in total shall be deemed a complete, executed document with full legal force and effect.

IN WITNESS WHEREOF, the Directors, or a majority of them, of each of the Merging Corporations have duly subscribed their names to this Plan, all as of the day and year first written above.

LAKE MARIANA RESERVE
HOMEOWNERS ASSOCIATION, INC.
a Florida not-for-profit corporation

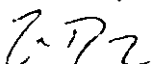
By: 
Michael Peebles, Director

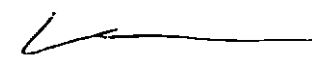
By: 
Zach Diaz, Director

By: 
Wesley Clark, Director

PROMENADE AT LAKE MARIANA
HOMEOWNERS ASSOCIATION, INC.
a Florida not-for-profit corporation

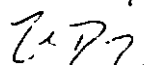
By: 
Michael Peebles, Director

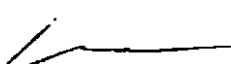
By: 
Zach Diaz, Director

By: 
Wesley Clark, Director

LAKE VIEW AT LAKE MARIANA
HOMEOWNERS ASSOCIATION, INC.
a Florida not-for-profit corporation

By: 
Michael Peebles, Director

By: 
Zach Diaz, Director

By: 
Wesley, Director